IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

APPEAL NO.860 OF 2005
IN
SUMMONS FOR JUDGMENT NO.947 OF 2003
IN
SUMMARY SUIT NO.2797 of 2003

M/s. New Bharat Traders. ...Appellant.
Vs.
Chaudhary Abdul Majid Shahadat. ...Respondent.
....
Mr. A. N. Mulla for the Appellant.
Mr. Jayesh Bhatt for the Respondent.
.....

CORAM : F.I. REBELLO, J. AND
DR.D.Y.CHANDRACHUD, J.

October 27, 2005.

P.C.

Heard the Learned Counsel for the parties. It is true that the Plaintiff now Respondent in this Appeal, in the plaint has set out that the suit is based on amounts at the foot of the account. However, Annexure-A to the Plaint are invoices against goods supplied and delivered. In answer to the Summons for Judgment, the Appellant herein, has raised defences. The only defence as can be seen is that, interest has been charged, for a period, it could not be charged and as goods were delivered on 16-10-2001

and interest was payable after 15 days from the supply of the goods. It is also set out that the amounts claimed by the Plaintiff-Respondent were higher than the amounts as agreed. These are no defences to the invoices and in respect of goods which were admittedly received and which receipt is not denied by the Appellant herein.

The Learned Single Judge has considered the two invoices and the amount therein and based on that has directed to deposit the principal amount only. We do not find any reason to interfere with the said order. Hence, appeal is dismissed.

(F.I. Rebello, J.)

(Dr. D.Y. Chandrachud, J.)